

REMARKS

This is in response to the Office Action that was mailed on January 7, 2009. Claims 5-24 were pending in that action and all claims were rejected. With the present response, claims 9-10 and 19-24 are cancelled, claims 5, 11, and 14 are amended, and the remaining claims are unchanged.

Applicant would like to highlight that no new issues are being presented with this amendment. Claim 5 has been amended to include the limitations previously recited in its dependent claims 9-10 such that claim 5 is the former claim 10 re-written in independent form. Claim 11 was formerly dependent upon claim 10 and has been amended to depend upon amended claim 5. Claim 14 has been amended to include the limitations previously recited in its dependent claim 19 such that claim 14 is the former claim 19 re-written in independent form.

Applicant respectfully requests that the Examiner enter the amendments and consider Applicant's remarks in support of patentability of the claims. As is stated in MPEP 714.12 in regards to amendments after a Final Rejection, "[a]ny amendment that will place the application either in condition for allowance or in better form for appeal may be entered." Applicant respectfully contends that the amendments satisfy the requirements of MPEP 714.12. Applicant contends that the amendments place the application in condition for allowance. Alternatively, Applicant contends that the amendments place the application in better form for appeal by reducing the number of claims and simplifying issues to be determined at appeal. Accordingly, reconsideration and allowance of all pending claims are respectfully solicited in light of the following remarks.

35 USC §112 Rejections

On page 2 of the Office Action, the Examiner rejected claims 20-24 under 35 USC §112 as being indefinite. With the present response, claims 20-24 have been cancelled. Applicant respectfully requests that the §112 rejections be withdrawn.

35 USC §103 Rejections

On page 2 of the Office Action, the Examiner rejected all claims under 35 USC §103 as being unpatentable over Meltzer et al. U.S. Pat. No. 6,125,391 (hereinafter “Meltzer”). As is discussed below, Applicant respectfully contends that the claims include limitations that are not disclosed or obvious in view of Meltzer, and that because of this, the claims are patentable over Meltzer.

Claim 5:

As has been previously mentioned, claim 5 has been amended to include the limitations previously recited in its dependent claims 9-10 such that claim 5 is the former claim 10 re-written in independent form. Applicant respectfully contends that claim 5 includes several limitations that are patentable over Meltzer.

Claim 5 recites in part that the action sequence defines actions that are performed on the documents and a sequential order of the documents. Claim 5 also recites in part that the first computer can perform a first set of actions and that the second computer can perform a second set of actions. An illustrative embodiment of these limitations is shown in Applicant’s FIG. 5 and described in the corresponding text in Applicant’s specification on page 17, line 15 to page 19, line 18 that describe an order-to-cash transaction between a supplier and a customer.

On page 3 of the Office Action, the Examiner stated that Meltzer does not disclose these limitations, but that it would be obvious to modify Meltzer to include the limitations. Applicant respectfully disagrees. Meltzer expressly teaches against the limitations. Meltzer teaches that the actions taken on its documents and the sequence of actions are not dictated by its business interface definition. Meltzer teaches that users of its system (i.e. users of its business interface definition) should be able to perform any actions and sequence of actions that they desire. For example, column 85, lines 16-20 of Meltzer states that “[t]he manner in which the content is processed by the participants in the market, and by the market maker is completely independent of the document based electronic commerce network which is established according to the present invention.” Also for example, column 83, lines 22-24 of

Meltzer states that “[h]ow a document is processed and what actions result is strictly up to the business providing the service.”

Claim 5 also includes the former claim 10 limitation that the first computer creates one of the plurality of documents based on a relationship between the first computer and the second computer, wherein the relationship comprises the first computer having a process template and the second computer having a copy of the process template. Illustrative embodiments of this limitation are shown for example in Applicant’s FIGS. 3 and 5 that show a first computer having a process template 222 and a second computer having a copy of the process template 226.

In rejecting the former claim 10 on page 5 of the Office Action, the Examiner stated that the limitation is disclosed by Meltzer “col. 20 and col. 9, col. 11 lines 1-10.” Applicant respectfully disagrees. Neither the sections of Meltzer cited by the Examiner nor any other sections of Meltzer disclose any sort of relationship between computers in its system. Meltzer in fact teaches against the claim limitation. Meltzer teaches that no relationship is needed between computers in its system. For example, Meltzer column 31, lines 23-26 states that “[i]n effect, the company is promising to do business with anyone who can submit a Purchase Order that conforms to the XML specification it declares. No prior arrangement is necessary” (emphasis added). Also for example, Meltzer column 2, lines 18-22 states “[a]ccordingly, it is desirable to provide a framework which facilitates interaction amongst diverse platforms in a communication network. Such system should facilitate spontaneous commerce between trading partners without custom integration or prior agreement on industry wide standards” (emphasis added).

For at least the reasons discussed above, Applicant respectfully contends that Meltzer does not teach all limitations of claim 5 and that it would not be obvious to modify Meltzer to include the limitations because it teaches against the limitations. Applicant respectfully requests that the rejection be withdrawn and the claim allowed.

Claims 6-7 and 16-17:

Claims 6 and 16 recite in part that the process template has a version identifier, and claims 7 and 17 recite that the second computer requests a copy of the process template if it does not have the same version as the first computer. An illustrative embodiment of these limitations is described in Applicant's specification on page 15, line 29 to page 16, line 7 that states that “[v]ersion identifier 236 is a reference to a particular version for process template 230. Using version identifier 236, a spoke-server can determine whether the particular version of the process template is stored thereon. If a transaction document is received by the spoke-server and the associated process template is not stored locally, the spoke-server then requests that the process template be sent.”

In rejecting claim 7 on page 4 of the Office Action, the Examiner stated that the Meltzer business interface definition discloses the claimed process template. Applicant respectfully disagrees. Meltzer never discloses that its business interface definition includes a version identifier. Meltzer only discloses that when its business interface is changed that it updates its translator and parser. For example, Meltzer column 25, lines 39-45 states that “[t]hus, as the business interface definition is modified or updated by the participant as the transactions with which the participant is involved change, the translator 302 and parser 301 are automatically kept up to date.”

In addition to not disclosing the version identifier of claims 6 and 16, Meltzer also does not disclose the claims 7 and 17 limitations of a second computer requesting a copy of the process template if it does not have the same version as a first computer. In rejecting the limitation on page 4 of the Office Action, the Examiner stated that the limitation is disclosed by Meltzer column 84, lines 34-37. Applicant respectfully disagrees.

The cited section of Meltzer states that “[t]he XML parser parses the received XML document according to the document type definition which matches it. If an error is found, then the parser sends the document back to the communication agent 1500.” The cited section does not disclose any type of request. Additionally, the cited section does not disclose a second computer making a request if it does not have the same version of the process template as a first

computer. The cited section only discloses an XML parser matching a document to a document type definition and sending the document back if there is some “error.” Meltzer never states what it means by “error.” However, in the context of the entire specification, it would seem like it means some type of parsing error such as the incoming XML document having a missing or extra data field. Meltzer never states that the “error” is related to a version identifier of a process template.

In addition to Meltzer not disclosing the claim 6-7 and 16-17 limitations, Applicant also respectfully contends that it would not be obvious to modify Meltzer to include the limitations. As was mentioned in the claim 5 discussion, Meltzer teaches against different computers in its system having any sort of relationship with one another. Meltzer teaches that transactions should be spontaneous. Therefore, it would not be obvious to modify Meltzer to have a second computer requesting a process template if it does not have the same version as a first computer.

For at least the reasons discussed above, Applicant respectfully contends that claims 6-7 and 16-17 are patentable over Meltzer. Applicant respectfully requests that the rejections be withdrawn and the claims allowed.

Claim 8:

Claim 8 recites in part “rendering a document based on a set of rendering rules for each of the documents, wherein rendering comprises making the document viewable to a user and wherein the rendering rules define how each of the documents is rendered in various applications.” An illustrative embodiment of the claim limitation is described in Applicant’s specification on page 16, lines 11-19 that states “[r]endering module 236 defines how each of the transaction documents is rendered in various applications. For example, transaction documents may be rendered in an electronic mail program such as Microsoft Outlook or in another program such as Microsoft Excel or Microsoft InfoPath. By providing these rendering definitions, the process template enables easy integration with various client and back office applications.”

On page 4 of the Office Action, the Examiner stated that the claim limitations are disclosed by Meltzer column 23, lines 55-60 and column 81, lines 35-40. Applicant respectfully

disagrees. Meltzer column 23, lines 55-60 states that translator module 302 converts incoming documents into a format that is useable by the host transaction system and that translator module 302 also converts output of the host transaction system into a format that is useable by the system users or clients. Meltzer column 81, lines 35-40 states that a marshalling program converts purchase orders into HTML that can be displayed in a browser.

The cited sections disclose converting data to a new format so that the data is useable by another computer application. Meltzer only discloses that its re-formatted data or documents are useable by one type of application, not various applications. Additionally, how the Meltzer re-formatted data or documents is rendered is not defined by rendering rules. The Meltzer re-formatted data and documents are rendered according to the specific application settings such as the browser settings.

In addition to not disclosing the claim limitations, Applicant also respectfully contends that it would not be obvious to modify Meltzer to include the limitations. Meltzer teaches against the claim limitations in teaching that data or documents should be converted into a format that is only useable by one type of computer application.

For at least the reasons discussed above, Applicant respectfully contends that claim 8 is patentable over Meltzer. Applicant respectfully requests that the rejection be withdrawn and the claim allowed.

Claim 14:

As has been previously mentioned, claim 14 has been amended to include the limitations previously recited in its dependent claim 19 such that claim 14 is the former claim 19 re-written in independent form. Applicant respectfully contends that claim 14 includes several limitations that are patentable over Meltzer.

The former claim 19 limitation recites in part that “valid actions that can be performed on the business entities depend upon an identity of a user” (emphasis added). In rejecting the former claim 19 on page 5 of the Office Action, the Examiner did not cite to any particular section of Meltzer as disclosing the limitation. The Examiner stated that “[a]s per claims 14-24, the limitations of claims 14-24 are similar to the limitations of claims 5-6 and 8-

13, therefore they are rejected based on the same rationale.” Applicant respectfully disagrees. None of the other claims recite anything related to valid actions depending upon an identity of a user. More importantly however, Applicant respectfully contends that the limitation is not disclosed or obvious in view of Meltzer.

Meltzer does disclose users having different identities. For example, Meltzer FIG. 1 shows market participants and market makers. Meltzer however never discloses that any of the actions that can be taken in its system depend upon an identity of a user (i.e. being a market participant or a market maker). Meltzer in fact teaches against the limitation in teaching that any user can perform any action. For example, Meltzer column 85, lines 16-20 states that “[t]he manner in which the content is processed by the participants in the market, and by the market maker is completely independent of the document based electronic commerce network which is established according to the present invention.”

Claim 14 also recites in part that “information entered into the transaction documents and actions performed on the business entities are validated against the process template before an exchange between the first and second computers.” An illustrative embodiment of the limitation is described in Applicant’s specification on page 12, lines 20-24 that states “the process template defines valid documents and actions so that information entered into the documents and actions on the documents are validated against the process template before exchange.” Another illustrative embodiment of the limitation is described in Applicant’s specification on page 16, lines 20-25 that states “[e]ntity action module 242 defines valid actions that can be performed on the business entities defined by business entity module 232 associated with process template 230. Such actions include originating, acknowledging and preparing business entities.”

As was previously mentioned, the Examiner did not provide any specific cites in rejecting claim 14. The claim 14 limitation is somewhat similar to the claim 12 limitation. Claim 12 recites that “one of the plurality of documents is validated before it is sent to the second computer.” Applicant would like to highlight the fact that the claim 14 limitation is different and narrower than the claim 12 limitation. Claim 12 recites that one of the documents is validated,

and claim 14 recites that information entered into the transaction documents and actions performed on the business entities are validated.

In rejecting the broader but somewhat similar claim 12 on page 5 of the Office Action, the Examiner stated that it was disclosed by Meltzer column 84, lines 35-60. Applicant respectfully contends that neither that section nor any other section of Meltzer discloses or suggests the claim 14 limitation. The cited section of Meltzer states that “[t]he XML parser parses the received XML document according to the document type definition which matches it. If an error is found, then the parser sends the document back to the communication agent 1500.” As was previously mentioned in the claims 6-7 and 16-17 discussion, Meltzer never states what it means by “error.” However, in the context of the entire specification, it would seem like it means some type of parsing error such as the incoming XML document having a missing or extra data field. Meltzer column 84, lines 35-60 however does not disclose that actions performed on the business entities (e.g. originating, acknowledging and preparing business entities) are validated. Meltzer teaches against the limitation in teaching that users of its system should be able to perform any actions and sequence of actions that they desire. For example, column 85, lines 16-20 of Meltzer states that “[t]he manner in which the content is processed by the participants in the market, and by the market maker is completely independent of the document based electronic commerce network which is established according to the present invention.” Also for example, column 83, lines 22-24 of Meltzer states that “[h]ow a document is processed and what actions result is strictly up to the business providing the service.”

For at least the reasons discussed above, Applicant respectfully contends that claim 14 is patentable over Meltzer. Applicant respectfully requests that the rejection be withdrawn and the claim allowed.

Claim 15:

Claim 15 recites in part that the process template further comprises a correlation module defining how each of the business entities are related and recorded in a history. An illustrative embodiment of the limitation is described in Applicant’s specification on page 17, lines 8-14 that states that “[c]orrelation module 246 defines how each of these transaction

documents are related in a history. For example, a purchase order followed by a sequence of purchase order acknowledgement, shipping manifest and goods receipt transaction documents are correlated in a transaction history that can be viewed as a business transaction.”

In rejecting claim 15 on page 5 of the Office Action, the Examiner did not cite to any particular section of Meltzer as disclosing the limitation. The Examiner stated that “[a]s per claims 14-24, the limitations of claims 14-24 are similar to the limitations of claims 5-6 and 8-13, therefore they are rejected based on the same rationale.” Applicant respectfully disagrees. None of the other claims recite anything related to a history. More importantly however, Applicant respectfully contends that the limitation is not disclosed or obvious in view of Meltzer. Meltzer does not disclose defining how each of the business entities are related and recorded in a history. Meltzer also does not provide any suggestion or motivation to include the limitation.

Applicant would also like to note that MPEP 707(d) states that when a claim is rejected the ground for the rejections should be fully and clearly stated. MPEP 707(d) also states that “[a]n omnibus rejection of the claim ‘on the references and for the reasons of record’ is stereotyped and usually not informative and should therefore be avoided. This is especially true where certain claims have been rejected on one ground and other claims on another ground. A plurality of claims should never be grouped together in a common rejection, unless that rejection is equally applicable to all claims in the group.”

For at least the reasons discussed above, Applicant respectfully contends that claim 15 is patentable over Meltzer. Applicant also respectfully contends that the rejection was improper. Applicant respectfully requests that the rejection be withdrawn and the claim allowed.

Claims 11-13 and 18:

Claims 11-13 and 18 are dependent claims. Applicant respectfully contends that the claims are patentable at least based on their dependence upon patentable independent claims. Applicant respectfully requests that the rejections be withdrawn and the claims allowed.

Conclusion

It is respectfully submitted that claims 5-8 and 14-17 are patentably distinguishable over the cited reference. It is also respectfully submitted that claims 11-13 and 18 are patentable at

least based on their dependence upon patentable independent claims. Accordingly, consideration and allowance of all pending claims are respectfully solicited. The Director is authorized to charge any fee deficiency required by this paper or credit any overpayment to Deposit Account No. 23-1123.

Respectfully submitted,
WESTMAN, CHAMPLIN & KELLY, P.A.

By: /christopher l holt/
Christopher L. Holt, Reg. No. 45,844
Suite 1400
900 Second Avenue South
Minneapolis, Minnesota 55402-3319
Phone: (612) 334-3222 Fax:(612) 334-3312

CLH:NKB:rkp